

Terms and Conditions of Sale and Delivery

June 2019

1. SCOPE OF APPLICATION

- 1.1 The terms and conditions below shall apply in all cases unless otherwise agreed upon by the parties in writing.
- 1.2 Agrometer reserves the right to make changes to these terms of sale and delivery without prior or subsequent notice.

2. ADVISE AND OFFERS

- 2.1 Agrometer advises the buyer in its own field of experience and according to its best knowledge at the time of consultation, but under reserve of the possibility that later experience may lead to other solution.
- 2.2 Any advice is given exclusively on the basis of the information provided by the buyer.
- 2.3 Unless quoted otherwise an offer is valid for 30 days from the date of issuing, subject to prior sale.
- 2.4 If an order is made after the expiration of the deadline for the offer, Agrometer reserves the right to raise or to change the offer.
- 2.5 No one, including dealers, is authorized to make changes or additions to the offers made by Agrometer. Agrometer is not liable for any such changes or additions.

3. ORDERS

- 3.1 A final agreement between the parties does not exist before Agrometer has issued an order confirmation.
- 3.2 If the order confirmation, issued by Agrometer deviates from the buyer's order, the buyer has to register a complaint immediately. Otherwise the order confirmation shall be binding for the buyer.
- 3.3 No-one, including dealers, is authorized to make changes of or additions to the order confirmations made by Agrometer. Agrometer is not liable for any changes or additions.
- 3.4 Agrometer's service includes only the parts and goods specified in the order confirmation, and Agrometer undertakes to supply material of generally good quality in respect of materials and processing. Possible electricity and water connection works, as well as forging, masonry and carpentry or other work not specified in the agreement is not included in the sales price, regardless of what the buyer includes.

4. PRICES

- 4.1 The prices in offers, order confirmations, and contracts are current daily prices exclusive of VAT, fees, and assembly. Agrometer reserves the right to change prices in the case of changes in the cost for production, wages, raw materials, sub-suppliers, changes of exchange rates or discount rates as well as events covered by article 11.

5. DELIVERY TIME

- 5.1 The time of delivery is quoted in the written order confirmation, provided that all technical details and formalities for the implementation of the order are present at that time. Otherwise the time of delivery is to be calculated from the date when all requirements are fulfilled.
- 5.2 If delivery has not taken place 90 days after the date of delivery, the buyer shall have the right by written notice to Agrometer to withdraw from that part of the contract that relates to the part of the delivery which the buyer has not been able to start using.
- 5.3 If the buyer fails to receive the delivery or parts of the delivery on the agreed date of the delivery, the buyer, unless otherwise agreed between the parties, shall nonetheless be obliged to pay for the delivery as if it had taken place.

6. TERMS OF DELIVERY

- 6.1 Unless otherwise agreed, the shipment of the goods delivered by Agrometer is at the expense of the buyer.
- 6.2 Delivery is deemed to have taken place upon the transfer of the goods to the buyer or transfer to foreign carrier, unless otherwise stated in the order confirmation. Insurance of the buyer's risk of transport is only taken out by the seller, if this has been agreed in writing.

7. TERMS OF PAYMENT

- 7.1 Payment is to be made according to the payment condition effective at any time.
- 7.2 In the case of orders worth less than DKK 1000, - Agrometer reserves the right to charge a handling fee of DKK 300, - exclusive VAT.
- 7.3 Agrometer reserves the right to seek information on the recommended credit limit as well as demanding a payment guarantee before delivery.
- 7.4 Agrometer reserves ownership of the goods until payment has been made. If the buyer does not meet his payment terms, Agrometer has the right to return goods. The buyer is obliged to keep the delivered insured to the full value against transport damage, fire, vandalism, theft and the like, from the goods have been delivered and until release payment has taken place.
- 7.5 All costs associated with the transportation of services and service products, such as freight, insurance etc. are invoiced separately and must be paid by the buyer.
- 7.6 In the event of late payment, i.e. later than the due date, Agrometer has the right to charge interest for delay, subject to the provisions of the Danish Interest Act.
- 7.7 If the buyer has not paid an amount due on the due date, Agrometer has the right by written notification to withdraw from the contract to withhold a delivery, in whole or part, having in the right, at the same time, to change the payment conditions for future deliveries without prior notice.
- 7.8 Agrometer has the right to transfer the claim to third parties.

8. GUARANTEE AND DEFECTS

- 8.1 For all products manufactured by Agrometer guarantees for manufacturing and material defects that are not due to wear and tear through normal use for the period of 12 months from delivery. The guarantee is only valid under the

precondition that the product has been assembled correctly and that it is used according to the assembly instruction by Agrometer as well as normal practice.

- 8.2 For parts from another manufacturer that form part of delivery for example electrical equipment, automatic etc. Agrometer renders the same guarantee as for the parts delivered by Agrometer.
- 8.3 If any defect of the material manufacturing of any part of our products is recorded during the guarantee period, Agrometer shall carry out repair work and replacement to the necessary extent free of charge and as fast as possible at their own workshop and during normal working hours. Shipment to and from Agrometer as well as assembly are not included and should be paid separately by the buyer.
- 8.4 When items of complaint are replaced by new products, these are being delivered against new invoice. The items of complaint are to be returned to Agrometer 14 days after the date of complaint at the latest in order to be credited.
- 8.5 Agrometer reserves the right to reject products for repair if they are polluted with poisonous other environmentally hazardous substances.
- 8.6 The buyer shall examine the delivery immediately after receipt in order to make sure that it is intact and corresponding to the order.
- 8.7 The buyer may claim compensation for damages only when a complaint has been made immediately after receipt of the goods.
- 8.8 Loss, expenses and costs related to the acquisition, renewed ordering, repair, disposal or corresponding measures to deal with defective products or products, where parts from Agrometer are included, cannot be invoked to Agrometer.
- 8.9 Agrometer is not responsible for operating losses, loss of time, loss of profit or similar indirect losses.

9. RETURN

- 9.1 Goods delivered by Agrometer can be returned in the following circumstances:
- The product must be undamaged and unused
 - Returns must be made no later than 14 days from the invoice date
 - All associated parts must be enclosed
 - The product is not a special order item
 - An agreement must be entered into with the order recipient for return
 - A copy of the delivery note / invoice must be enclosed with the return goods
 - All freight costs for return is held by the buyer
- 9.2 When returning goods that were originally delivered free of charge, Agrometer reserves the right to offset all or part of the freight costs incurred when the goods are credited.
- 9.3 In case of return the product is credited with the sales price minus 20 %, but a minimum of DKK 500, - is exclusive of VAT.

10. PRODUCT LIABILITY

- 10.1 Agrometer is to be indemnified by the buyer if the seller is made responsible by a third party for a damage or loss which Agrometer is not liable for the buyer.
- 10.2 Agrometer is not liable for damage on immovable or movable property, which occurs while the products are in the possession of the buyer. Agrometer is not liable either for damage on products manufactured by the buyer or products, where parts from the buyer are included.
- 10.3 Under no circumstances is Agrometer liable for operating losses, loss of profit, or other material consequential losses. If a third party claims damages relating to this article from one of the parties, this party shall immediately inform other party of this claim.

11. EXCLUSION OF LIABILITY

- 11.1 Agrometer has the right to withdraw from the agreement by written notification if the implementation of the agreement within a reasonable time frame has become impossible because of war, industrial action, lock-out, political circumstances or other events of force majeure, which are beyond the control of Agrometer. The same provision applies in the case of delay or defective delivery by a sub-supplier. Under these circumstances Agrometer does not assume any liability to the buyer.

12. DRAWINGS AND DESCRIPTIONS

- 12.1 All information on weight, dimension, capacity, prices, technical and other data, mentioned in catalogues, brochures, circular letters, advertisements, pictorial representations, and price lists, is approximate and not binding unless expressly referred to.
- 12.2 The information mentioned in article 12.1 is always quoted with reservation for printing errors and design changes.
- 12.3 Unless otherwise stated, prices are quoted as retail unit prices excl. VAT.
- 12.4 All submitted drawings and descriptions remain the property of Agrometer and may not be copied, reproduced, passed on or be brought to the knowledge of third party by other without authorization. The property right of drawings and descriptions needed by the buyer for the assembly, start-up, operation and maintenance of the delivery, is passed on to the buyer, however, Agrometer may claim that they remain confidential.

13. SETTLEMENT OF DISPUTES - ARBITRATION

- 13.1 Discrepancies in connection with the present sale and delivery terms and their interpretation shall be settled by arbitration and in accordance with Danish law, including custom and trade terms.

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